

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-094
Agenda No. 10.W
Approved: FEB 14 2019
TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY POLICE OFFICERS BENEVOLENT ASSOCIATION

COUNCIL, offered and moved adoption of the following Resolution:

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Jersey City Police Officers Benevolent Association; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement resolving the 2017-2020 contract awarded by Arbitrator James Mastriani and to enter a new contract with a term of January 1, 2021 through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

The Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and the Jersey City Police Officers Benevolent Association, is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement.

1/17/19

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-14-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON		✓		WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando X. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY POLICE OFFICERS BENEVOLENT ASSOCIATION

Initiator

Department/Division	Department of Law	
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4701	JFarrell@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City of Jersey City and the Jersey City Police Officers Benevolent Association met for the purposes of resolving the 2017-2020 contract awarded by Arbitrator James Mastriani and to negotiate a new contract with a term of January 1, 2021 through December 31, 2024. The City of Jersey City and the Jersey City Police Officers Benevolent Association have entered into a temporary agreement, which terms are enunciated in the attached Memorandum of Agreement ("MOA"). This resolution will authorize the Mayor or Business Administrator to sign a formal labor contract on behalf of the City of Jersey City.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

MEMORANDUM OF AGREEMENT

Agreement made this 28th day of December 2018 by and between the City of Jersey City (herein the "City") and the Jersey City Police Officers' Benevolent Association (herein the "POBA"):

WHEREAS, the City and the POBA are parties to a Collective Negotiations Agreement covering the period from January 1, 2013 through December 31, 2016 and

WHEREAS, the City and the POBA engaged in good faith negotiations for a successor contract but were unable to reach an agreement:

WHEREAS, the City filed for Interest Arbitration with the Public Employment Relations Commission ("PERC") which assigned the matter to Arbitrator James Mastriani;

WHEREAS, after numerous mediation sessions and hearings, on October 4, 2017 Arbitrator Mastriani issued his opinion and award establishing a contract with a term of January 1, 2017 through December 31, 2020;

WHEREAS, after receipt of the Award the POBA appealed to PERC seeking to have it overturned;

WHEREAS, on December 21, 2017, PERC affirmed the Award;

WHEREAS, in January 2018, the POBA appealed PERC's decision to the Appellate Division where that matter is currently pending;

WHEREAS, the parties have met for the purposes of resolving the 2017-2020 contract awarded by Arbitrator Mastriani and to negotiate a new contract with a term of January 1, 2021 through December 31, 2024;

WHEREAS, the negotiating committees for the City and the POBA have reached a voluntary settlement to resolve all issues regarding the appeal of the Mastriani award contract

and the four-year agreement;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

A. Except as herein modified, the terms and conditions of the 2013-2016 contract shall remain in full force and effect and the October 4, 2017 Award of Arbitrator Mastriani shall be implemented.

B. **GENERAL**

Adjust all dates in the contract to conform to the new term.

C. **Article 10. Workday & Work Week**

1. Section A.

a. Subsection 1, replace with the following: Effective as soon as practicable, but no later than February 01, 2019, based on the needs of the department, the Chief shall implement when implementation does not disrupt police and department operations: The normal workday and workweek shall be an 8-section schedule for line employees working the steady day, evening, or midnight schedule. This schedule shall consist of 5 consecutive 8.5 hours days on duty followed by 3 consecutive days off duty. The starting times shall be 0700 (day shift), 1500 (evening shift) and 2300 hours (midnight shift).

b. Subsection 2: No change.

c. Subsection 3: Change "fifteen (15)" to "8."

d. Subsection 4: Change "fifteen (15)" to "8."

e. Subsection 5 (New): The City reserves the right to change the starting times set forth in Subsection 1, above, based on the Department's operation needs and subject to the requirements of Article 26.



2. Section B: No Change.

3. Section C: No Change.

4. Section D: No Change.

5. Section E (new): For officers hired on or after 1/1/19, the City has the right to assign or modify an officer's schedule, hours of work, assignment and district at any time during his or her first 3 years of employment, inclusive of the one (1) year working test period. The movement of a junior officer pursuant to this Section shall not cause a more senior officer to be displaced.

6. Section F (new): Officers shall be allowed to work a maximum of 17 hours in a 24-hour period.

D. **Article 13. Insurance, Health and Welfare**

1. Section A, 1, add: Officers hired on or after January 1, 2019 shall be required to enroll in the Horizon Blue Cross Blue Shield OMNIA Plan as provided in the description of coverage, or a High Deductible Plan offered by the City. Alternatively, any officer hired on or after January 1, 2019 may elect to enroll in any other plan offered by the City but shall pay the difference in cost that is greater than OMNIA plus their Chapter 78 contribution. All other officers may voluntarily elect to participate in the OMNIA plan. Any officer who voluntarily participates in the OMNIA plan shall receive a bonus of \$500.00 for single coverage and \$1000.00 for all other plans payable in November of each year he/she participates.

2. Additional plan design changes:

a. Effective 1/1/21 out-of-network reimbursement will be paid at 60% of usual customary and reasonable.

b. The City will continue to cover out-of-network (OON) chiropractic services for officers or dependents who used OON chiropractic services over the last 10 years



from the date of this MOA. The officer or dependent must have proof of care and is restricted to that practitioner. Effective January 1, 2019, OON chiropractic coverage shall be eliminated for all officers and dependents, except for those officers and dependents who meet the criteria of the preceding sentence.

c. Effective 1/1/21, out of network per annum deductibles shall be increased to \$500 single and \$1000 for other.

d. Effective 1/1/21, primary care office visits shall increase to \$25.00 and specialist office visits to \$35.00.

e. All officers who retire on or after 1/1/21 shall enroll in AETNA Medicare Advantage when Medicare eligible. The AETNA Medicare Advantage Plan shall be the same as that provided by State Health Benefits Plan. Add this language to Article 5 as well.

E. **Article 15. Tour Exchanges**

Effective within 30-days of the ratification of this Agreement by the parties, each officer shall be entitled to 1 tour exchange per month. Additional tour exchanges may be granted at the discretion of the Division Commander. No tour exchanges shall be allowed on July 4 and October 31.

F. **Article 17. Compensatory Time**

Section 3, add:

1. July 4 is a day on which compensatory time will not be granted without approval of the Chief of Police regardless of manpower.

2. Compensatory time can be denied on Halloween if the vacancy cannot be filled with overtime. This provision shall apply to any 3 consecutive tours to include the midnight tours on 10/31 or 11/1 and the day and afternoon tours on 10/31.

3. If the Department is faced with unforeseeable, extraordinary circumstance



that warrant increased manpower on a City-wide basis, the Chief shall attempt to fill the extra-manpower slots with overtime. If the Chief cannot obtain enough manpower to fill the slots with overtime, he shall have the right to deny any compensatory request that is made after the Chief has exhausted the contractual overtime procedures. Previously granted compensatory time shall not be cancelled. The Chief shall notify the Association President in writing prior to the denial of compensatory time. The Department shall only be allowed to use the provisions of this Article 4 times in a 3-year cycle but no more than 2 times in any year. The first 3-year cycle shall be 2019-2021.

G. **Article 18, Overtime**

Section D, add: If an officer's court appearance is cancelled and he receives notice of the cancellation at least the day prior to the cancelled appearance, he shall not receive payment under this Section. If an Officer is cancelled and appears for his court appearance because he did not receive the required notice of cancellation or could not access the notice, the officer is required to report to command and work the 4 hours to be paid, or the Officer may elect to not work in which case he shall not receive pay under this Section.

H. **Article 20, Terminal Leave**

Add to Article:

Retiree payouts under this Article will be paid out as follows.

1. A payout of \$0 and up to \$50,000 will be paid in lump sum or equal increments up to 5 years, at the employee's discretion.
2. A payout of \$50,001.00 and up to \$150,000 will be paid in 3 equal increments over three (3) years. At the employee's discretion, this payout may be extended up to 5 equal increments over 5 years. If the City and Employee agree, it may be paid in shorter increments, or as a lump sum.



3. A payout of \$150,000.01 and over will be paid in 5 equal increments over 5 years. If the City and Employee agree, it may be paid in shorter increments or as a lump sum.

I. **Article 24. Grievance Procedure**

Step 4, Section 8, add: Notwithstanding, written reprimands cannot be arbitrated and cannot be used for purposes of progressive discipline.

J. **Article 30. Commendations and Honorable Mentions**

1. Section E: Change 5 Excellent Police Service Awards to 10.
2. Section F, replace with: The Departmental Awards Committee for the POBA negotiations unit shall consist of 1 person appointed by the POBA President and 2 persons appointed by the Public Safety Director. The POBA President and/or the Public Safety Director may appoint themselves to be on the Committee.

K. **Article 33. Salaries & Longevity**

1. Section A (See attached spreadsheets):
 - a. Effective 1/1/19, all officers eligible for their salary step increases shall move one step on the salary guide and all longevity movement shall be paid. All officers at top pay and Detective shall receive a base pay increase of \$1000.00. Effective 1/1/19, starting pay in the 1/1/13 post guide shall be increased to \$41,000.
 - b. Effective 1/1/20, all officers eligible for their salary step increases shall move one step on the salary guide and all longevity movement shall be paid. All officers at top pay and Detective shall receive a base pay increase of \$1500.00.
 - c. Effective 1/1/21, all officers eligible for their salary step increases shall move one step on the salary guide. Officers at top pay and Detective shall receive an increase of 1.50%.



CS

d. Effective 1/1/22, all officers eligible for their salary step increases shall move one step on the salary guide. Effective 1/1/22, officers at top pay and Detective shall receive an increase of 1.50%.

e. Effective 1/1/23, all officers eligible for their salary step increases shall move one step on the salary guide and an additional step on 7/1/23. Effective 1/1/23, officers at top pay and Detective shall receive an increase of 1.50%.

f. Effective 1/1/24, all officers eligible for their salary step increases shall move one step on the salary guide except as provided below. Officers at top pay and Detective shall receive an increase of 1.50%. Effective 1/1/24, add a ½ step between steps 9 and 10 for officers hired before 1/1/19. Employees hired before 1/1/19 moving on the salary guide from Step 9 to Step 10 will move to the new ½ step on January 1, and then step 10 on July 1. A full step between steps 9 and 10 shall be added on 1/1/24 for officers hired on or after 1/1/19. The step shall be ½ the difference between step 9 and the new top step.

g. Renumber subsections, accordingly.

2. Section B, revise as follows:

a. Effective January 1, 2019, officers hired on or after January 1, 2013 and prior to January 1, 2019 shall receive Longevity when eligible in accordance with the percentages set forth on the post-January 1, 2013 longevity scale.

b. Add the following: Officers hired on or after January 1, 2019 shall not be eligible for Longevity payments.

L. Article 38, Police Officer's Bill of Rights

1. Section B, 4: Amend to allow for audio recording.

2. Section E, replace with: All charges shall be brought pursuant to the



requirements of N.J.S.A. 40A:14-147 (including the 45-day rule) and the case law interpreting same.

M. **Article 42, Discharge and Discipline**

Paragraph I, replace with: A written reprimand must be served upon the Police Officer within 30 days of the Chief of Police or the Director of Public Safety receiving notice of the occurrence for which the reprimand is being issued.

N. This Agreement is subject to ratification by the POBA membership and the approval of the governing body of the City.

O. All other proposals of the parties not contained herein are deemed withdrawn.

P. Upon ratification of this agreement by the parties, the POBA will withdraw its appeal of PERC's December 21, 2017 decision with prejudice.

FOR THE POBA


CARMINE DISBROW
POBA PRESIDENT

FOR THE CITY OF JERSEY CITY


TAWANA MOODY
POLICE DIVISION DIRECTOR



SUPPLEMENTAL
MEMORANDUM OF AGREEMENT

The Memorandum of Agreement executed on December 28, 2018 ("MOA") by and between the City of Jersey City (herein the "City") and the Jersey City Police Officers' Benevolent Association (herein the "POBA") is amended and supplemented on this 7th day of January 2019 as follows:

A. **Article 10, Workday & Work Week**

Section A, Subsection 2, which stated in the MOA, "No change" is to be replaced with the following: The staff schedule shall consist of a 14 day cycle, consisting of 5 days on duty followed by 2 days off, followed by 4 days on duty followed by 3 days off, after which the cycle repeats itself. The staff work day shall consist of 8.5 hour days.


B. Upon ratification of the MOA and this Supplemental Memorandum of Agreement by the parties, the POBA will withdraw its appeal of PERC's December 21, 2017 decision with prejudice.

C. Except as supplemented by this Agreement, all terms of the MOA shall be unchanged.

FOR THE POBA


CARMINE DISBROW,
POBA PRESIDENT

FOR THE CITY OF JERSEY CITY


TAWANA MOODY,
POLICE DIVISION DIRECTOR